



DELAWARE DEPARTMENT OF TRANSPORTATION

Intelligent Transportation Systems

Request for Proposal

Title: **SMART WORK ZONE SYSTEM SERVICES**

Agreement ID: **RFP1994-WZ_TRAF_SYS**

- Deadline to Respond -

THURSDAY, JANUARY 7, 2021

PRIOR TO 2:00 P.M. Local Time

Virtual Pre-Bid Meeting - December 10, 2020 1:30 P.M.

Responses to be received at:



State of Delaware
DEPARTMENT OF TRANSPORTATION
Administration Building
Contract Administration
800 Bay Road, Dover, DE 19901



STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

ALL FIRMS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" consisting of the following documents:

Contents:

1. PROJECT INFORMATION	3
2. SCOPE OF WORK	4
3. PROPOSAL REQUIREMENTS.....	6
4. PROPOSAL EVALUATION.....	9
5. AWARD	11
6. TERMS AND CONDITIONS	14
7. GENERAL PROVISIONS	16
8. DEFINITIONS	25
9. Appendix A - Technical Specifications	Attached

REQUIRED BID DOCUMENTS: (*MUST be completed and returned with your bid*)

[ATTACHMENT A – NON-COLLUSION STATEMENT](#)

[ATTACHMENT B – SUBCONTRACTOR INFORMATION FORM](#)

[ATTACHMENT C – BUSINESS REFERENCES](#)

[ATTACHMENT D – CONFIDENTIAL AND PROPRIETARY INFORMATION](#)

[ATTACHMENT E – BID FORM – \(Paper\)](#)

All above documents are made part of this solicitation and are contained within this file, or available for download at the following site: <http://bids.delaware.gov/> or through the [Bonfire Procurement Portal](#).

In order for your response to be considered, the REQUIRED BID DOCUMENTS must be executed completely and correctly and received prior to the due date and time.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

1. PROJECT INFORMATION

This Request for Proposal (RFP) issued by the Delaware Department of Transportation (DelDOT) is for the purpose of acquiring Proposals from qualified firms to provide furnishing, installation, relocating, operating, maintaining, and removing an automated portable Work Zone Traffic Management System (WZTMS) for work zones identified by the Department.

1.1. KEY RFP DATES/MILESTONES

The following dates and milestones apply to this RFP and agreement award. Firms are advised that these dates and milestones are not absolute and may change by Addendum or due to unplanned events during the bid proposal and award process.

Activity	Due Date / Time
Pre-Bid Meeting	December 10, 2020 1:30 P.M.
Questions Due - No Later Than:	December 23, 2020 3:00 P.M.
Final Questions/Answers Posted:	One week prior to Proposal Due Date
Proposals Due:	January 7, 2021 Prior To 2:00 P.M.
Agreement Award	Within 90 days of bid opening

1.2. INQUIRIES & QUESTIONS

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

Questions must be submitted before the date identified in the Procurement Schedule for this RFP. All inquiries must be submitted in the Q/A section of the project listing in the [Bonfire Procurement Portal](#).

The Department's response to questions will be posted, according to the procurement schedule, under the project listing in Bonfire and to the State of Delaware Bid Solicitation Directory Website: <http://www.bids.delaware.gov/>.

Questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must make specific reference to the section(s) and page numbers of the RFP where applicable.

Responses issued by DelDOT will be posted on the <http://bids.delaware.gov/> website and the [Bonfire Procurement Portal](#). Firms should rely only on written statements issued by DelDOT regarding this RFP. Information otherwise obtained is not valid.

Direct contact with State of Delaware employees other than DelDOT's Contract Administration staff regarding this RFP is expressly prohibited without prior consent. *Firms directly contacting State of Delaware employees risk elimination of their proposal from further consideration.* Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

1.3. PREBID MEETING

A pre-bid meeting has been scheduled for the date and time shown in Section 1.1.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

There will be no in-person pre-bid meeting. The pre-bid meeting will be conducted via Webex meeting.

The public pre-bid meeting will be conducted telephonically. No one will be permitted to dial in telephonically from DelDOT's building.

- Members of the public and interested parties may call in to participate in the meeting.
- The telephone number to call is 1-(408) 418-9388
- When prompted, enter Meeting number (access code) : 173 053 2770 #

1.4. BID BOND REQUIREMENT

The Bid Bond requirement has been waived.

1.5. PERFORMANCE BOND REQUIREMENT

The Performance Bond requirement has been waived.

1.6. AGREEMENT PERIOD

The successful Firm's agreement shall be valid for a three (3) year period. The agreement may be extended for up to two (2), one (1) year periods through negotiation between the Firm and DelDOT. Negotiation should be initiated no later than ninety (90) days prior to the termination of the agreement period.

The State reserves the right to extend this agreement on a month-to-month basis for a period of up to three months after the term of the agreement has been completed.

1.7. PRICES

Prices and/or rates shall remain firm for the initial three (3) year term of the contract, unless further negotiations are deemed necessary by the State. The pricing policy that you choose to submit must be clear, accountable and auditable and must cover the full spectrum of services required. Submittal must be structured as described.

1.8. PRICE ADJUSTMENT

The Firm is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this agreement beyond the initial period, the agreement may be extended upon agreement of both parties.

1.9. SHIPPING TERMS

FOB destination, freight prepaid and allowed.

2. SCOPE OF WORK

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

The Firm(s) shall provide all equipment, materials and labor to supplement DelDOT's need for Smart Work Zone System Services as described herein. The agreement will require the Firm(s) to cooperate with DelDOT to insure the State receives the most current state-of-the-art material and/or services.

2.1. BACKGROUND

The Smart Work Zone System is intended to provide real-time travel information to commuters intending on traveling through a work zone. By providing real travel time information, the commuters can make their own decision on whether to travel through the work zone or take an alternate route. The system will include the following:

- Queue detection system which will note the travel time of vehicles through known positions.
- Temporary traffic cameras to allow the DelDOT TMC to monitor and make signal timing adjustments that may be necessary.
- Message boards at strategic locations that will provide the real-time travel information to the commuter prior to intersections so that an alternate route can be taken.

2.2. MANDATORY INSURANCE REQUIREMENTS

As a part of the agreement requirements, the awarded firm must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a surety satisfactory to the State. Awarded firms must carry the following coverage and provide a certificate of insurance after award:

- a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b. Commercial General Liability - \$1,000,000 per occurrence/\$3,000,000 per aggregate.
- c. Product Liability - \$1,000,000 per occurrence/\$3,000,000 aggregate.
- d. Automotive Liability Insurance covering all automotive units used in the work (including all units leased from and/or provided by the State to Firm pursuant to this Agreement as well as all units used by Firm, regardless of the identity of the registered owner, used by Firm for completing the Work required by this Agreement to include but not limited to transporting Delaware clients or staff), providing coverage on a primary non-contributory basis with limits of not less than:
 1. \$1,000,000 combined single limit each accident, for bodily injury;
 2. \$250,000 for property damage to others;
 3. \$25,000 per person per accident Uninsured/Underinsured Motorists coverage;
 4. \$25,000 per person, \$300,000 per accident PIP benefits if carrying any of our clients or employees; and
 5. Comprehensive coverage for all vehicles leased from the State of Delaware Fleet Services which shall cover the replacement cost of the vehicle in the event of collision, damage or other loss.

Should any of the above described policies be cancelled before expiration date thereof, notice must be delivered in accordance with the policy provisions.

Before any work is done pursuant to this Agreement, the Certificate of Insurance and/or copies of the insurance policies, referencing the agreement number stated herein, shall be filed with the State. The certificate holder is as follows:

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

Delaware Department of Transportation, P.O. Box 800, Dover, DE 19903 – RFP1994

In no event shall the State or Department be named as an additional insured on any policy required under this agreement.

Nothing contained herein shall restrict or limit the Firm's right to procure insurance coverage in amounts higher than those required by this Agreement. To the extent that the Firm procures insurance coverage in amounts higher than the amounts required by this Agreement, all said additionally procured coverages will be applicable to any loss or claim and shall replace the insurance obligations contained herein.

To the extent that Firm has complied with the terms of this Agreement and has procured insurance coverage for all vehicles Leased and/or operated by Firm as part of this Agreement, the State of Delaware's self-insured insurance program shall not provide any coverage whether coverage is sought as primary, co-primary, excess or umbrella insurer or coverage for any loss of any nature.

2.3. TECHNICAL SPECIFICATIONS

The Technical Specifications of this RFP are stated in **Appendix A**.

2.4. OR EQUAL (PRODUCTS BY NAME)

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the Firm certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified. DelDOT must approve any substitutions in writing.

3. PROPOSAL REQUIREMENTS

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Firm must provide every component listed in the order shown below, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

The Request for Proposal contains required Forms for use by the Firm in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

Firms' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive.

3.1. COVER LETTER

Each proposal must have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Firm's ability to provide the services specified in the RFP. The cover letter shall be signed by an officer of the company who has the legal capacity to enter the organization into a formal agreement with DelDOT.

3.2. TABLE OF CONTENTS

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

3.3. DESCRIPTION OF SERVICES AND QUALIFICATIONS

Each proposal must contain a detailed description of how the Firm will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Firm will provide that are not mentioned in this RFP. Firms are encouraged to review the Evaluation criteria to see how the proposals will be scored and verify that the response has sufficient documentation to support each scoring criteria identified.

3.4. PRICES QUOTED

The prices quoted are those for which the material will be furnished F.O.B. DelDOT unless otherwise specified, and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

Firms may offer to add related materiel or services that have been identified as necessary. The Firms and DelDOT must agree on the pricing of any addition in writing.

The WZTMS will be measured and paid for as follows:

System Configuration and Mobilization

System configuration and mobilization will not be measured. Payment for Item 801530 – Work Zone Traffic Management System for mobilization, web-based application configuration, device layout and locating, system device maintenance, integration with the Department's TMC as required, software maintenance and associated technical support will be paid per the Firm's proposal for each Task Order as approved by the Department. Price and payment constitutes furnishing and configuring the web-based application, design of the WZTMS system based on the Task Order requirements, user access fees, monthly asset fees, mobilization, training, application maintenance and technical support and for all labor, equipment, tools and incidentals required to complete the work.

Equipment

Payment for the specific equipment, as identified by the Department on each Task Order, will be paid at the contract price for each device used for the following items:

1. 801531 – WZTMS Portable Changeable Message Sign
2. 801532 – WZTMS Portable Traffic Sensor
3. 801533 – WZTMS Portable Traffic Camera
4. 801534 – WZTMS Portable Variable Speed Limit Sign
5. 801535 – WZTMS Portable Speed Feedback Sign
6. 801536 – WZTMS Portable Work Zone Speed Limit Sign

Payment constitutes furnishing, placing, maintaining, relocating, and removing WZTMS devices and for all labor, equipment, tools and incidentals required to complete the work.

3.5. INTERPRETATION OF ESTIMATES/QUANTITIES

Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract. Bidders shall recognize there are no guaranteed minimum agreement quantities or values associated with this solicitation. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

3.6. NON-COLLUSION STATEMENT

Include a signed and notarized copy of the Non-Collusion Statement.
Must have original signatures and notary mark. **Use Attachment A.**

3.7. SUBCONTRACTORS

Subcontracting is permitted under this RFP and contract. Every subcontractor must be identified. Make as many copies of the form as needed. **Use Attachment B.**

3.8. BUSINESS REFERENCES

Provide at least three (3) business references consisting of current or previous customers of similar scope and value. Include business name, mailing address, contact name and phone number, number of years doing business with, and type of work performed. Personal references cannot be considered. Please provide references other than DelDOT contacts. **Use Attachment C.**

3.9. CONFIDENTIALITY FORM

Complete and include the Confidentiality Form. If your submittal includes confidential information, list on the form the confidential areas of your submittal, and follow the requirements listed. Please check box if no confidential or proprietary information is submitted. **Use Attachment D.**

3.10. EXCEPTIONS FORM

Bidders may elect to take **minor exception** to the terms and conditions of this RFP. DelDOT will evaluate each exception according to the intent of the terms and conditions contained herein. DelDOT must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening, and listed on the Exceptions form. DelDOT maintains sole discretion to reject any Firm exceptions that are submitted. **Use Attachment F.**

3.11. BROCHURES OR DRAWINGS

Drawings, pictures of equipment, or brochures are encouraged for evaluation purposes.

3.12. NUMBER OF PROPOSAL COPIES

To be considered, all proposals must be submitted as described in Section 3. The Department reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with **one original and one redacted copy**. The original must be marked “Original” and must contain original signatures in all locations requiring a Firm signature. The redacted must be marked as “Redacted” and contain original or copied signatures.

To determine what information may be considered proprietary or confidential and may be redacted from their Proposal, firms should review Delaware’s Freedom of Information Regulations here; <http://regulations.delaware.gov/AdminCode/title8/1400.shtml#TopOfPage>. Under Delaware FOIA law, 29 Del. C. §10002(l)(2), “Trade secrets and commercial or financial information...which is of a privileged or confidential nature” are “records that shall not be deemed public” and are therefore exempt from disclosure under FOIA.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

3.13. PROPOSAL SUBMISSION

Interested firms must submit the material required herein or they may not be considered for the project:

1. Proposals must be received before the Proposal Due Date and Time, as identified in the Procurement Schedule for this RFP. Responses submitted by hard copy, mail, facsimile, or e-mail will not be accepted. Responses received after the Proposal Due Date and Time will not be considered.
2. Upload your submission at: <https://deldot.bonfirehub.com/portal/>

Important Notes:

- Logging in and/or uploading the file(s) does not mean the response is submitted. Users must successfully upload all the file(s) and MUST click the submit button before the proposal due date and time.
- Users will receive an email confirmation receipt with a unique confirmation number once the submission has been finalized. This will confirm that the proposal has been submitted successfully.
- Each submitted item of Requested Information will only become visible to DelDOT after the proposal due date and time.
- If the file is mandatory, you will not be able to complete your submission until the requirement is met.
- Uploading large documents may take significant time depending on the size of the file(s) and your Internet connection speed. The maximum upload file size is 1000 MB.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Java Script must be enabled.

Need Help? Please contact Bonfire directly at Support@GoBonfire.com or 1(800)654-8010 ext. 2 for technical questions or issues related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

4. PROPOSAL EVALUATION

4.1. DISQUALIFICATION OF FIRMS

Any one or more of the following causes may be considered as sufficient for the disqualification of a Firm and the rejection of its proposal or proposals:

- 4.1.1. More than one proposal for the same agreement from an individual, firm, or corporation under the same or different names.
- 4.1.2. Evidence of collusion among Firms.
- 4.1.3. Unsatisfactory performance record as evidenced by past experience with DelDOT or on a State of Delaware contract.
- 4.1.4. Any suspension or debarment of the parent company, subsidiary or individual involved with the Firm by federal, any state or any local governments within the last five (5) years.
- 4.1.5. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- 4.1.6. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

4.2. RESPONSIVENESS AND RESPONSIBILITY OF FIRM

- 4.2.1. An individual proposal may be rejected for one or more of the following reasons:
- 4.2.1.1. The respondent to the solicitation is determined to be nonresponsive or non-responsible.
 - 4.2.1.2. It is unacceptable.
 - 4.2.1.3. It is otherwise not advantageous to the State.
 - 4.2.1.4. The proposed price is unreasonable.
- 4.2.2. It shall be determined whether a Firm is responsible before awarding a contract. Factors to be considered in determining if a Firm is responsible include:
- 4.2.2.1. The Firm's financial, physical, personnel or other resources, including subcontracts.
 - 4.2.2.2. The Firm's record of performance and integrity.
 - 4.2.2.3. Any record regarding any suspension or debarment.
 - 4.2.2.4. Whether the Firm is qualified legally to contract with the State.
 - 4.2.2.5. Whether the Firm supplied all necessary information concerning its responsibility.
- 4.2.3. If a Firm is determined to be non-responsible or non-responsive, the Firm shall be informed in writing.
- 4.2.4. DelDOT reserves the right to waive minor irregularities, or request additional information before determining if the Firm is responsible and/or responsive. All Firms will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

4.3. RIGHT TO CANCEL SOLICITATION

DelDOT reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. DelDOT makes no commitments expressed or implied, that this process will result in a business transaction with any Firm.

This RFP does not constitute an offer by DelDOT. Firm's participation in this process may result in DelDOT selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DelDOT to execute an agreement nor to continue negotiations. DelDOT may terminate negotiations at any time and for any reason, or for no reason.

4.4. PROPOSAL EVALUATION COMMITTEE

The Selection Committee is generally comprised of representatives of DelDOT, other agency employees, and/or persons familiar with the subject matter.

- 4.4.1. The Committee reserves the right to:
- 4.4.1.1. Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
 - 4.4.1.2. Waive or modify any information, irregularity, or inconsistency in proposals received.
 - 4.4.1.3. Request modification to proposals from any or all Firms during the agreement review and negotiation.
 - 4.4.1.4. Negotiate any aspect of the proposal with any Firm and negotiate with more than one Firm at the same time.
 - 4.4.1.5. Select for contract, or for negotiations, a proposal other than that with lowest costs.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

4.5. CRITERIA AND SCORING

#	Criteria Description:	Points	Weight
1	Proposed equipment and field systems	1 – 10	30 %
2	Firm's and Key Personnel Previous Experience	1 – 10	25 %
3	System software functionality and individual user customization	1 – 10	20 %
4	Ability to fulfill the Specifications	1 – 10	10 %
5	Price	1 – 10	10 %
6	Added system benefits	1 – 10	5 %

Selection Committee members will assign up to the maximum number of points listed for each of the above criteria which determines individual ranking. The Department's ranking is the averaged ranking of all Committee members. Upon review of the Department's ranking the Committee will;

- Select the firm(s) with the highest Department ranking and award a contract(s); or
- Conduct negotiations with offerors who submit proposals found to be reasonably likely to be selected for award. If negotiations are held, Best and Final Offers may be requested from those offerors.

4.5.1. References

The Committee may contact any customer of the Firm, whether or not included in the Firm's reference list, and use such information in the evaluation process. Additionally, DelDOT may choose to visit existing installations of comparable systems, which may or may not include Firm personnel. If the Firm is involved in such site visits, the DelDOT will pay travel costs only for State of Delaware personnel for these visits.

5. AWARD

DelDOT reserves the right to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

DelDOT reserves the right to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of DelDOT, the best interest of the State will be promoted thereby.

DelDOT will award this agreement within ninety (90) days from the date of opening proposals to the most responsible and responsive Firm(s) who best meets the RFP terms and conditions, or all proposals will be rejected. A formal agreement must be executed with the successful firm(s) within 20 days after award.

5.1. STATE OF DELAWARE BUSINESS LICENSE

Prior to receiving an award, the successful Firm(s) shall either furnish DelDOT with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: 302-577-8778.
<http://revenue.delaware.gov/services/BusServices.shtml>

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

Information regarding the award of this agreement will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

5.2. MATERIAL VERIFICATION

Before any agreement is awarded, the successful Firm(s) may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the agreement together with such samples as may be requested for the purpose of testing.

5.3. AGREEMENT IMPLEMENTATION

No order is to be shipped, or employee of the Firm(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A Notice to Proceed may also be required prior to beginning work if directed in this RFP.

5.4. FIRM EMERGENCY RESPONSE POINT OF CONTACT

The awarded Firm(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan or in the event of a local emergency or disaster where a state governmental entity requires the services of the Firm.

In the event of a serious emergency, pandemic or disaster outside the control of the State, the State may negotiate, as may be authorized by law, emergency performance from the Contractor to address the immediate needs of the State, even if not contemplated under the original Agreement or procurement. Payments are subject to appropriation and other payment terms.

5.5. WARRANTY

In addition to any warranty requirements listed or proposed, the successful Firm(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this agreement against defective material, workmanship, and performance.

5.6. PERSONNEL, EQUIPMENT AND SERVICES

The Firm represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.

All of the equipment and services required hereunder shall be provided by or performed by the Firm or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.

5.7. ASSIGNMENT

This agreement shall not be assigned except by express prior written consent from the Agency.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

5.8. SUBCONTRACTS

Subcontracting is permitted under this RFP and contract. However, every subcontractor shall be identified in the Proposal and agreed to in writing by DelDOT or as are specifically authorized in writing by the Agency during the performance of the contract. Any substitutions in or additions to such subcontractors, associates, or consultants will be subject to the prior written approval of the State.

The Firm(s) shall be responsible for compliance by the subcontractor with all terms, conditions and requirements of the RFP and with all local, State and Federal Laws. The Firm shall be liable for any noncompliance by any subcontractor. Further, nothing contained herein or in any subcontractor agreement shall be construed as creating any contractual relationship between the subcontractor and the State.

5.9. LAWS TO BE OBSERVED

The Firm is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Firm shall indemnify and save harmless the State of Delaware, DelDOT, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

5.10. PERMITS AND LICENSES

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Firm at its own expense.

5.11. AUDIT ACCESS TO RECORDS

The Firm shall maintain books, records, documents, and other evidence pertaining to this Agreement to the extent and in such detail as shall adequately reflect performance hereunder. The Firm agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Firm. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Firm agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Firm, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Agreement audit disallowances resulting from the examination of the Firm's financial records will be borne by the Firm. Reimbursement to the State for disallowances shall be drawn from the Firm's own resources and not charged to Agreement cost or cost pools indirectly charging Agreement costs.

5.12. NO PRESS RELEASES OR PUBLIC DISCLOSURE

The State of Delaware reserves the right to pre-approve any news or broadcast advertising releases concerning this solicitation, the resulting contract, the work performed, or any reference to the State of Delaware or DelDOT with regard to any project or agreement performance. Any such news or advertising releases pertaining to this solicitation or resulting agreement shall require the prior express written permission of DelDOT.

The State will not prohibit or otherwise prevent the awarded Firm(s) from direct marketing to the State of Delaware agencies, departments, municipalities, and/or any other political subdivisions, however, the Firm shall not use the State's seal or imply preference for the solution or goods provided.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

5.13. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No material produced in whole or part under this agreement shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Firm for anything other than their intended purpose under this Contract. The Firm shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

5.14. AGREEMENT DOCUMENTS

The executed Contract, DelDOT's Request for Proposal with Attachments and Appendices, the Purchase Order(s), and the Firm's submitted Proposal shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Firm. In the event there is any discrepancy between any of these agreement documents, the former prevails over the latter.

6. TERMS AND CONDITIONS

6.1. FIRM RESPONSIBILITY

The State will enter into a agreement with the successful Firm(s). The successful Firm(s) shall be responsible for all products and services as required by this RFP whether or not the Firm or its subcontractor provided final fulfillment of the order. Subcontractors, if any, shall be clearly identified in the Firm's proposal, and are subject to the approval and acceptance of DelDOT.

6.2. RIGHTS AND OBLIGATIONS

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project or order.

6.3. ORDERING PROCEDURE

Successful Firm(s) are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, DelDOT and each State agency or other governmental entity shall be responsible for contacting the awarded Firm directly for all required resources. All consumables delivered by the Firm and received by DelDOT or a State agency or other governmental entity, become the property of that State agency or entity. Orders may be accomplished by written purchase order, telephone, email, fax or computer on-line systems.

6.4. BILLING

The Firm is required to "Bill as Shipped" to DelDOT or the respective ordering agency(s). Ordering agencies shall provide agreement number, ship to and bill to address, contact name and phone number. The Firm shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

Agencies will make every effort to achieve available discount opportunities under this contract. Firms shall be required to report semi-annually opportunities to enhance the discounts achieved.

6.5. INVOICING

After the award(s) are made, DelDOT will forward their purchase orders (“P.O.”) to the successful Firm(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an acceptable invoice from the Firm.

6.6. METHOD OF PAYMENT

6.6.1. For each P.O. issued as part of this contract, the State will pay Firm monthly, within thirty (30) days of receipt of the Firm's billing, the amount which is legitimately earned by the Firm, and supported by data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Firm will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

6.6.2. No premium time for overtime will be paid without prior written State authorization. Any indirect overhead cost shall not be applied to the premium portion of the overtime.

6.6.3. DelDOT will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Firms shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State’s intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Firm wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Firm is willing to accept.

6.7. PRODUCT SUBSTITUTION

All items or services delivered during the life of the agreement shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded Firms are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent agreement term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

6.8. CHANGES

Both parties may, from time to time, require changes in the services to be provided by the Firm under the Scope of Work. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the Agency and the Firm shall be incorporated in written amendments to the Purchase Order or contract.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

6.9. SCHEDULE FOR PERFORMANCE OF WORK

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term “reasonable”. If the Firm does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the agreement may be terminated and the State will forthwith proceed to collect for nonperformance of work.

6.10. FIRM- OWNED EQUIPMENT REMOVAL

The awarded Firm shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all agreement obligations by the Firm have been met.

6.11. AGREEMENT EXTENSION

DelDOT reserves the right to extend this agreement on a month-to-month basis for a period of up to three months.

6.12. LAWS OF DELAWARE

This Agreement and the terms thereof shall be construed in accordance with the laws of the State of Delaware. In addition, Firm(s) agrees to the jurisdiction and venue of a competent court within the State of Delaware.

7. GENERAL PROVISIONS

7.1. AUTHORITY OF AGENCY

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of DelDOT or the Agency shall be final and binding.

7.2. FUNDING OUT or NON-APPROPRIATION

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

7.3. INDEPENDENT CONTRACTORS

The parties to any agreement from this solicitation shall be independent contractors to one another, and nothing herein shall be deemed to cause the agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

7.4. TEMPORARY PERSONNEL ARE NOT STATE EMPLOYEES

Firm agrees that any individual or group of temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation shall remain the employee(s) of Firm for all purposes including any required

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

compliance with the Affordable Care Act by the Firm. Firm agrees that it shall not allege, argue, or take any position that individual temporary staff person(s) provided to the State pursuant to this Solicitation must be provided any benefits, including any healthcare benefits by the State of Delaware and Firm agrees to assume the total and complete responsibility for the provision of any healthcare benefits required by the Affordable Care Act to aforesaid individual temporary staff person(s). In the event that the Internal Revenue Service, or any other third party governmental entity determines that the State of Delaware is a dual employer or the sole employer of any individual temporary staff person(s) provided to the State of Delaware pursuant to this Solicitation, Firm agrees to hold harmless, indemnify, and defend the State to the maximum extent of any liability to the State arising out of such determinations.

Notwithstanding the content of the preceding paragraph, should the State of Delaware subsequently directly hire any individual temporary staff employee(s) provided pursuant to this Solicitation, the aforementioned obligations to hold harmless, indemnify, and defend the State of Delaware shall cease and terminate for the period following the date of hire. Nothing herein shall be deemed to terminate the Firm's obligation to hold harmless, indemnify, and defend the State of Delaware for any liability that arises out of compliance with the ACA prior to the date of hire by the State of Delaware. Firm will waive any separation fee provided an employee works for both the Firm and hiring agency, continuously, for a three (3) month period and is provided thirty (30) days written notice of intent to hire from the agency. Notice can be issued at second month if it is the State's intention to hire.

7.5. EMERGENCY TERMINATION OF CONTRACT

- 7.5.1. Due to restrictions which may be established by the United States Government on material, or work, an agreement may be terminated by the cancellation of all or portions of the contract.
- 7.5.2. In the event the Firm is unable to obtain the material required to complete the items of work included in the agreement because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the agreement may be terminated.

7.6. INDEMNIFICATION

7.6.1. General Indemnification

By submitting a proposal, the proposing Firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Firm's its agents and employees' performance work or services in connection with the contract.

7.6.2. Proprietary Rights Indemnification

Firm shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the Firm in writing and Firm shall defend such claim, suit or action at Firm's expense, and Firm shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the Firm (collectively "Products") is or in Firm's reasonable judgment is likely to be, held to constitute an infringing product, Firm shall at its expense and option either:

- 7.6.2.1. Procure the right for the State of Delaware to continue using the Product(s);

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

- 7.6.2.2. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- 7.6.2.3. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

7.7. NON-PERFORMANCE

In the event the Firm does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may terminate any individual orders in accordance with General Provisions, Item titled as “TERMINATION OF INDIVIDUAL PURCHASE ORDERS” below and purchase equivalent product on the open market. Regarding any such open market purchase, payment for any difference in cost or expense in excess of the agreement prices for reasonably equivalent products or services herein shall be the responsibility of the Firm and shall be submitted to the State no later than 30 days following the delivery of the State’s invoice detailing the open market purchase. Under no circumstances shall monies be due the Firm in the event open market products can be obtained below agreement cost. Any monies charged to the Firm may be deducted from an open invoice.

7.8. FORCE MAJEURE

Neither the Firm nor the ordering agency shall be held liable for non-performance under the terms and conditions of this agreement due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

7.9. FIRM NON-ENTITLEMENT

State of Delaware Firms for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Firms may not seek business from another Firms’ Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a “Covered Agency” as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Firm choosing to work with another Firm who holds a State Central Contract for private business.

7.10. TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS

The individual orders may be terminated as follows:

- 7.10.1. **Termination for Cause:** If, for any reasons, or through any cause, the Firm fails to fulfill in timely and proper manner his obligations, or if the Firm violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Firm in the performance of the P.O. shall, at the option of the Agency, become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.
- 7.10.2. **Termination for Convenience:** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data,

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Firm shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

- 7.10.3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

7.11. TERMINATION OF CONTRACT

The agreement awarded as a result of this RFP may be terminated as follows by DelDOT.

- 7.11.1. **Termination for Cause:** If, for any reasons, or through any cause, the Firm fails to fulfill in timely and proper manner its obligations under this Contract, or if the Firm violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Firm under this Agreement shall, at the option of the State, become its property, and the Firm shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

On receipt of the agreement cancellation notice from the State, the Firm shall have not less than five (5) days to provide a written response and may identify a method(s) to resolve the violation(s). A Firm response shall not effect or prevent the agreement cancellation unless the State provides a written acceptance of the Firm response. If the State does accept the Firm's method and/or action plan to correct the identified deficiencies, the State will define the time by which the Firm must fulfill its corrective obligations. Final retraction of the State's termination for cause will only occur after the Firm successfully rectifies the original violation(s). At its discretion the State may reject in writing the Firm's proposed action plan and proceed with the original agreement cancellation timeline.

- 7.11.2. **Termination for Convenience:** The State may terminate this Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Firm shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.
- 7.11.3. **Termination for Non-Appropriations:** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

7.12. PUBLIC INSPECTION OF PROPOSALS

All documents submitted as part of the Firm's proposal will be deemed confidential during the evaluation process. Firm proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any Firm's information to a competing Firm prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Firm(s) are advised that once a proposal is received by the State of Delaware and a decision on agreement award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Firm(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a agreement written without reference to any proprietary information. If a Firm feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Firm(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Firm's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

7.13. TAX EXEMPTION

7.13.1. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.

7.13.2. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Firm. Each Firm shall take its exemption into account in calculating its bid for its work.

7.14. AGENCY USE CONTRACT

Pursuant to 29 Del. C. [§6904](#)(e) respectively, if no state contract exists for a certain good or service, covered agencies may procure that certain good or service under another agency's contract so long as the arrangement is agreeable to all parties. Agencies, other than covered agencies, may also procure such goods or services under another agency's contract when the arrangement is agreeable to all parties.

7.15. SILENCE OF SPECIFICATIONS

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the Firm.

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

7.16. APPLICABLE LAW AND JURISDICTION

This bid, any resulting contract, and any and all litigation or other disputes arising therefrom, in connection with, or related hereto shall be governed by the applicable laws, regulations and rules of evidence of the State of Delaware. Bidder submits to personal jurisdiction in the State of Delaware. Any and all litigation or other disputes arising out of, in connection with, or relating to this bid, and any resulting contract, shall be brought exclusively in a court in the State of Delaware or the United States District Court of the District of Delaware as applicable.

7.17. SEVERABILITY

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

7.18. PATENTED DEVICES, MATERIAL AND PROCESSES

- 7.18.1. The Firm shall provide for the use of any patented design, device, material, or process to be used or furnished under this agreement by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- 7.18.2. The Firm and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

7.19. INTEREST OF FIRM

The Firm covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Firm further covenants, that in the performance of this contract, no person having any such interest shall be employed.

7.20. ASSIGNMENT OF ANTITRUST CLAIMS

As consideration for the award and execution of this agreement by the State, the Firm hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, regarding the specific goods or services purchased or acquired for the State pursuant to this contract. Upon either the State's or the Firm notice of the filing of or reasonable likelihood of filing of an action under the antitrust laws of the United States or the State of Delaware, the State and Firm shall meet and confer about coordination of representation in such action.

7.21. TESTING AND INSPECTION

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to agreement requirements.

7.22. COVENANT AGAINST CONTINGENT FEES

The Firm warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration,

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

7.23. GRATUITIES

- 7.23.1. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Firm or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Firm, terminate the right of the Firm to proceed under this agreement and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and
- 7.23.2. In the event this agreement is terminated pursuant to subparagraph “a”, the State shall be entitled (i) to pursue the same remedies against the Firm, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Firm in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

7.24. POTENTIAL AGREEMENT OVERLAP

Firms shall be advised that the State, at its sole discretion, shall retain the right to solicit for goods and/or services as required by its agencies and as it serves the best interest of the State. As needs are identified, there may exist instances where agreement deliverables, and/or goods or services to be solicited and subsequently awarded, overlap previous awards. The State reserves the right to reject any or all bids in whole or in part, to make partial awards, to award to multiple Firms during the same period, to award by types, on a zone-by-zone basis or on an item-by-item or lump sum basis item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

7.25. SUPPLEMENTAL SOLICITATION

The State reserves the right to advertise a supplemental solicitation during the term of the Agreement if deemed in the best interest of the State.

7.26. REQUIRED REPORTING

One of the primary goals in administering this agreement is to keep accurate records regarding its actual value/usage. This information is essential in order to update the contents of the agreement and to establish proper bonding levels, if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested parties.

A complete and accurate Usage Report (**Attachment 8**) shall be furnished in an Excel format and submitted electronically, no later than the 15th (or next business day after the 15th day) of each month, detailing the purchasing of all items and/or services on this contract. The reports shall be completed in Excel format, using the template provided, and submitted as an attachment to vendorusage@state.de.us, with a copy going to the agreement officer identified as your point of contact. Submitted reports shall cover the full month (Report due by January 15th will cover the period of December 1 – 31.), contain accurate descriptions of the products, goods or services procured, purchasing agency information, quantities procured and prices paid. Reports are required monthly, including those with “no spend”. Any exception to this mandatory requirement or failure to submit complete reports, or in the format required, may result in corrective action, up to and including the possible cancellation of the award. Failure to provide the report with the minimum required information may also negate any agreement extension clauses. Additionally, Firms who are determined to be in default of this mandatory report requirement

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

In accordance with Executive Order 44, the State of Delaware is committed to supporting its diverse business industry and population. The successful Firm will be required to accurately report on the participation by Diversity Suppliers which includes: minority (MBE), woman (WBE), veteran owned business (VOBE), or service disabled veteran owned business (SDVOBE) under this awarded contract. The reported data elements shall include but not be limited to; name of state contract/project, the name of the Diversity Supplier, Diversity Supplier contact information (phone, email), type of product or service provided by the Diversity Supplier and any minority, women, veteran, or service disabled veteran certifications for the subcontractor (State OSD certification, Minority Supplier Development Council, Women's Business Enterprise Council, VetBiz.gov). The format used for Subcontracting 2nd Tier reporting is shown as Attachment 9.

Accurate 2nd Tier reports shall be submitted to the contracting Agency's Office of Supplier Diversity at vendorusage@delaware.gov on the 15th (or next business day) of the month following each quarterly period. For consistency quarters shall be considered to end the last day of March, June, September and December of each calendar year. Agreement spend during the covered periods shall result in a report even if the agreement has expired by the report due date.

7.27. FAIR BACKGROUND CHECK PRACTICES

Pursuant to 29 Del. C. §6909B, the State does not consider the criminal record, criminal history, credit history or credit score of an applicant for state employment during the initial application process unless otherwise required by state and/or federal law. Firms doing business with the State are encouraged to adopt fair background check practices. Firms can refer to 19 Del. C. §711(g) for applicable established provisions.

7.28. EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS

During the performance of any agreement for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- 7.28.1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any employee or applicant for employment with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- 7.28.2. During the performance of this contract, the contractor agrees as follows:
 - 7.28.2.1. The contractor, as set forth in Title 19 Delaware Code Chapter 7 section 711, will not discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take positive steps to ensure that applicants are employed and that employees are treated during employment without regard to their race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading,

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting agency setting forth this nondiscrimination clause.

- 7.28.2.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, marital status, genetic information, color, age, religion, sex, sexual orientation, gender identity, or national origin.”

The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

7.29. ENVIRONMENTAL PROCUREMENT REQUIREMENTS

Energy Star - If applicable, the Firm must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Firm is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Firms shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Firm(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award. The State Environmental Procurement Policies may be found: [Environmentally Preferred Purchasing Policy](#)

7.30. FIRM BACKGROUND CHECK REQUIREMENTS

Firm(s) selected for an award that access state property or come in contact with vulnerable populations, including children and youth, shall be required to complete background checks on employees serving the State's on premises contracts. Unless otherwise directed, at a minimum, this shall include a check of the following registry:

- Delaware Sex Offender Central Registry at: <https://sexoffender.dsp.delaware.gov/>

Individuals that are listed in the registry shall be prevented from direct contact in the service of an awarded state contract, but may provide support or off-site premises service for agreement Firms. Should an individual be identified and the Firm(s) believes their employee's service does not represent a conflict with this requirement, may apply for a waiver to the primary agency listed in the solicitation. The Agency's decision to allow or deny access to any individual identified on a registry database is final and at the Agency's sole discretion.

By Agency request, the Firm(s) shall provide a list of all employees serving an awarded contract, and certify adherence to the background check requirement. Individual(s) found in the central registry in violation of the terms stated, shall be immediately prevented from a return to state property in service of an agreement award. A violation of this condition represents a violation of the agreement terms and conditions, and may subject the Firm to penalty, including agreement cancellation for cause.

Individual contracts may require additional background checks and/or security clearance(s), depending

STATE OF DELAWARE
Department of Transportation
Agreement No. **RFP1994-WZ_TRAF_SYS**
SMART WORK ZONE SYSTEM SERVICES

on the nature of the services to be provided or locations accessed, but any other requirements shall be stated in the agreement scope of work or be a matter of common law. The Firm(s) shall be responsible for the background check requirements of any authorized Subcontractor providing service to the Agency's contract.

8. DEFINITIONS

The attached Definitions apply to this Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Firms or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting a proposal.

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: Delaware Department of Transportation (DelDOT).

BID INVITATION: The "Request for Proposal" is a packet of material sent to Firms and consists of related documents and enclosures.

BOND: The approved form of security furnished by the Firms and its surety as a guaranty of good faith on the part of the Firm to execute the work in accordance with the terms of the contract.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

DESIGNATED OFFICIAL: The agent authorized to act for an Agency.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to Firms.

LOCAL TIME: Eastern Standard Time/Eastern Daylight Time.

PROPOSAL: The offer of the Firm submitted on the approved form(s) and setting forth the Firm's offer and prices for performing the work or supplying the material or equipment described in the specifications.

RFP: Request for Proposal.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the agreement under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Firm's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

FIRM: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

FIRM'S DEPOSIT: The security designated in the proposal to be furnished by the Firm as a guaranty of good faith to enter into an agreement with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

STATE OF DELAWARE
Department of Transportation

Informational Document- 1.

Sample Report 1

STATE OF DELAWARE
MONTHLY USAGE REPORT

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware									
Monthly Usage Report									
Supplier Name:				Insert Contract No.	Report Start Date:				
Contact Name:					Report End Date:				
Contact Phone:					Today's Date:				
Agency Name or School District	Division or Name of School	Budget Code	UNSPSC	Item Description	Contract Item Number	Unit of Measure	Qty	Contract Proposal Price/Rate	Total Spend
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00

Note: A copy of the Usage Report will be sent by electronic mail to the Awarded Firm. The report shall be submitted electronically in **EXCEL** and sent as an attachment to Firmusage@state.de.us. It shall contain the six-digit department and organization code for each agency and school district.

STATE OF DELAWARE
Department of Transportation

Informational Document- 2.
Sample Report 2

FOR ILLUSTRATION PURPOSES ONLY

State of Delaware																		
Subcontracting (2nd tier) Quarterly Report																		
Prime Name:							Report Start Date:											
Contract Name/Number							Report End Date:											
Contact Name:							Today's Date:											
Contact Phone:							*Minimum Required		Requested detail									
Firm Name*	Firm TaxID*	Contract Name/ Number*	Firm Contact Name*	Firm Contact Phone*	Report Start Date*	Report End Date*	Amount Paid to Subcontractor*	Work Performed by Subcontractor UNSPSC	M/WBE Certifying Agency	Veteran/Service Disabled Veteran Certifying Agency	2nd tier Supplier Name	2nd tier Supplier Address	2nd tier Supplier Phone Number	2nd tier Supplier email	Description of Work Performed	2nd tier Supplier Tax Id	Date Paid	

Note: A copy of the Subcontracting Quarterly Report will be sent by electronic mail to the Awarded Firm.

Completed reports shall be saved in an Excel format, and submitted to the following email address: Firmusage@state.de.us

STATE OF DELAWARE
Department of Transportation
Agreement No. RFP1994
SMART WORK ZONE SYSTEM SERVICES

Informational Document- 3.

State of Delaware

Office of Supplier Diversity Certification Application



**The Office of Supplier Diversity (OSD) has moved to the
Division of Small Business (DSB)**

Supplier Diversity Applications can be found here:
<https://gss.omb.delaware.gov/osd/>

Completed Applications can be emailed to: OSD@Delaware.gov

For more information, please send an email to OSD:
OSD@Delaware.gov or call 302-577-8477

Self-Register to receive business development information here:
<http://directory.osd.gss.omb.delaware.gov/self-registration.shtml>

New Address for OSD:

Office of Supplier Diversity (OSD)
State of Delaware
Division of Small Business
820 N. French Street, 10th Floor
Wilmington, DE 19801

Telephone: 302-577-8477 Fax: 302-736-7915

Email: OSD@Delaware.gov

Web site: <https://gss.omb.delaware.gov/osd/>

Dover address for the Division of Small Business

Division of Small Business
99 Kings Highway
Dover, DE 19901
Phone: 302-739-4271

Submission of a completed Office of Supplier Diversity (OSD) application is optional and does not influence the outcome of any award decision.

STATE OF DELAWARE
Department of Transportation
Agreement No. RFP1994
SMART WORK ZONE SYSTEM SERVICES

Informational Document- 4.

PROPOSAL REPLY REQUIREMENTS

The response must contain at a minimum the following information:

1. Each proposal must be submitted with **one original and one redacted copy**. The original must be marked “Original” and must contain original signatures in all locations requiring a Firm signature. The redacted copy must be marked “Redacted” and must contain either original signatures or copied signatures.
2. **Attachment A** - One (1) completed, signed and notarized copy of the Non-Collusion Statement.
MUST HAVE ORIGINAL SIGNATURES AND NOTARY MARK. (five copies)
3. **Attachment B** - One (1) completed signed paper copy of the Subcontractor Information Form.
One form for each Subcontractor, if no Subcontractors submit form and mark it N/A. (five copies)
4. **Attachment C** - One (1) completed Business References Form.
Please provide references other than State of Delaware contacts. (five copies)
5. **Attachment D** - One (1) completed Confidentiality Form.
Please check box if no confidential or proprietary information is claimed. (five copies)
6. **Attachment E** - One (1) completed paper copy of each Bid Form.
Must be legible and contain all Bid Form pages. (five copies)
7. **Attachment F** – One (1) completed Exceptions Form (five copies)

**Proposals must be submitted as described in Section 3.13 Proposal Submission
and respond to the items outlined in this RFP - do not email.**

STATE OF DELAWARE
Department of Transportation
Agreement No. RFP1994
SMART WORK ZONE SYSTEM SERVICES

Attachment: A

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the Department of Transportation.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

NOTE: Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Department of Transportation.

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	Individual

COMPANY NAME _____ (Check one)

NAME OF AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____ TITLE _____

COMPANY ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

FEDERAL E.I. NUMBER _____ STATE OF DELAWARE
LICENSE NUMBER _____

COMPANY CLASSIFICATIONS: CERT. NO.: _____	Certification type(s)	Circle all that apply	
	Minority Business Enterprise (MBE)	Yes	No
Woman Business Enterprise (WBE)	Yes	No	
Disadvantaged Business Enterprise (DBE)	Yes	No	
Veteran Owned Business Enterprise (VOBE)	Yes	No	
Service Disabled Veteran Owned Business Enterprise (SDVOBE)	Yes	No	

[The above table is for informational and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:
(COMPANY NAME) _____

ADDRESS _____

CONTACT _____

PHONE NUMBER _____ FAX NUMBER _____

EMAIL ADDRESS _____

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES _____ NO _____ if yes, please explain _____

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR PROPOSAL TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____

STATE OF DELAWARE
Department of Transportation
Agreement No. RFP1994
SMART WORK ZONE SYSTEM SERVICES

Attachment: B

SUBCONTRACTOR INFORMATION FORM

PART I – STATEMENT BY PROPOSING FIRM		
1. CONTRACT NO.	2. Proposing Firm Name:	3. Mailing Address
4. SUBCONTRACTOR		
a. NAME	4c. Company OSD Classification: Certification Number: _____	
b. Mailing Address:	4d. Women Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4e. Minority Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4f. Disadvantaged Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4g. Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No 4h. Service Disabled Veteran Owned Business Enterprise <input type="checkbox"/> Yes <input type="checkbox"/> No	
5. DESCRIPTION OF WORK BY SUBCONTRACTOR		
6a. NAME OF PERSON SIGNING	7. BY (<i>Signature</i>)	8. DATE SIGNED
6b. TITLE OF PERSON SIGNING		
PART II – ACKNOWLEDGEMENT BY SUBCONTRACTOR		
9a. NAME OF PERSON SIGNING	10. BY (<i>Signature</i>)	11. DATE SIGNED
9b. TITLE OF PERSON SIGNING		

Note: Add additional pages as needed.

STATE OF DELAWARE
Department of Transportation
Agreement No. RFP1994
SMART WORK ZONE SYSTEM SERVICES

Attachment: C

BUSINESS REFERENCES

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Firm (YES or NO):	
	Years Associated & Type of Work Performed:	
2.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Firm (YES or NO):	
	Years Associated & Type of Work Performed:	
3.	Contact Name & Title:	
	Business Name:	
	Address:	
	Email:	
	Phone # / Fax #:	
	Current Firm (YES or NO):	
	Years Associated & Type of Work Performed:	

STATE OF DELAWARE PERSONNEL MAY NOT BE USED AS REFERENCES.

Attachment: D

CONFIDENTIALITY FORM

☐ **By checking this box**, the Firm acknowledges that they are not providing any information they declare to be confidential or proprietary for the purpose of production under 29 Del. C. ch. 100, Delaware Freedom of Information Act.

[illegible]

Note: Add additional pages as needed.

STATE OF DELAWARE
Department of Transportation
Agreement No. RFP1994
SMART WORK ZONE SYSTEM SERVICES

Attachment: E

BIDDER: _____

BID FORM

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

ITEM NO.	QUANTITY	UOM	ITEM DESCRIPTION	UNIT PRICE IN \$XXXX.XX
01	5	EACH	801531 – WZTMS Portable Changeable Message Sign or Specify Other Type: _____ _____	\$ _____
02	5	EACH	801532 – WZTMS Portable Traffic Sensor or Specify Other Type: _____ _____	\$ _____
03	5	EACH	801533 – WZTMS Portable Traffic Camera or Specify Other Type: _____ _____	\$ _____
04	5	EACH	801534 – WZTMS Portable Variable Speed Limit Sign or Specify Other Type: _____ _____	\$ _____
05	5	EACH	801535 – WZTMS Portable Speed Feedback Sign or Specify Other Type: _____ _____	\$ _____
06	5	EACH	801536 – WZTMS Portable Work Zone Speed Limit Sign or Specify Other Type: _____ _____	\$ _____
TOTAL BID:				\$ _____

STATE OF DELAWARE
Department of Transportation
Agreement No. RFP1994
SMART WORK ZONE SYSTEM SERVICES

Attachment: E1

BIDDER: _____

BID FORM

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **
ALL FIGURES MUST BE TYPEWRITTEN OR HANDWRITTEN IN INK

ADDITIONAL SYSTEM ITEMS

ITEM NO.	APPROX QUANTITY	UOM	ITEM DESCRIPTION	EXTENDED TOTAL
07	5	EACH	Additional System Items Specify Type(s): _____ _____	\$ _____
08	5	EACH	Additional System Items Specify Type(s): _____ _____	\$ _____
09	5	EACH	Additional System Items Specify Type(s): _____ _____	\$ _____
TOTAL ADDITIONAL SYSTEM ITEMS				\$ _____

STATE OF DELAWARE
Department of Transportation
Agreement No. RFP1994
SMART WORK ZONE SYSTEM SERVICES

Attachment: F

RFP EXCEPTIONS FORM

Proposals must include all exceptions to the specifications, terms or conditions contained in this ITB. If the Firm is submitting the proposal without exceptions, please check the box below.

☐ **By checking this box, the Firm acknowledges that they take no exceptions to the specifications, terms or conditions found in this ITB.**

.....

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Department shall evaluate each exception according to the intent of the terms and conditions contained herein but must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening. Exceptions must be submitted utilizing this Attachment D to be considered.

The Department maintains sole discretion to reject any Firm exceptions that are submitted.

Page and Paragraph #	Exceptions to Specifications, terms or conditions	Proposed Alternative

Note: Firm may use additional copies of this form as necessary, but format shall remain the same.